

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

OYSTER OPTICS, LLC,

Plaintiff,

v.

CISCO SYSTEMS, INC.,

Defendant.

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CIVIL ACTION NO. 2:16-CV-01302-JRG

(LEAD CASE)

CIVIL ACTION NO. 2:16-CV-01301-JRG

FINAL JUDGMENT

On September 4, 2018, the Court issued its Order Granting Defendants’ Motion for Partial Summary Judgment Regarding Their Release Defense (“SJ Order”). (Dkt. No. 826.) Pursuant to the SJ Order, Plaintiff Oyster Optics, LLC (“Oyster”) and Defendant Cisco Systems, Inc. (“Cisco”) jointly moved to sever, stay, and administratively close any remaining claims in the 2:16-cv-01301 case (the “Joint Motion”). (Dkt. No. 845.) As explained in the concurrently issued Order on the Joint Motion, the Court granted the Joint Motion, and as such there are no remaining issues in the 2:16-cv-01301 case to be resolved.


Pursuant to Rule 58 of the Federal Rules of Civil Procedure and in accordance with the SJ Order as clarified in the Court’s contemporaneous Order on the Joint Motion, the Court hereby **ORDERS** and **ENTERS JUDGMENT** as follows:

1. Judgment granted and entered in favor of Defendant Cisco, and as such Plaintiff Oyster takes nothing against Defendant Cisco.
2. All Defendant Cisco accused products sold prior to May 22, 2018 that contain a Fujitsu Licensed Product or a component of Licensed Products are adjudged and

held to have been released under the Oyster/Fujitsu Agreement.

3. Defendant Cisco is held to be the prevailing party and is awarded its costs from Plaintiff Oyster. Each party shall bear its own attorneys' fees.
4. All other relief requested by either party and not specifically awarded herein is **DENIED**. The Clerk is **DIRECTED TO CLOSE** the above-captioned cases, 2:16-cv-01302 and 2:16-cv-01301.

So ORDERED and SIGNED this 7th day of November, 2018.



RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE